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 (erroneously named as Sanofi Aventis U. S., LLC)

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Attorneys for Plaintiff  
 Laney Nelson

UNITED STATES DISTRICT COURT

IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO

LANEY NELSON,	)	Case No. CV 11-2756 RS
	)	
Plaintiff,	)	<b>STIPULATION AND [PROPOSED]</b>
	)	<b>ORDER REGARDING FILING OF</b>
v.	)	<b>SECOND AMENDED COMPLAINT</b>
	)	<b>AND LIMITATION ON SCOPE OF</b>
SANOFI AVENTIS U.S., LLC and DOES 1	)	<b>DISCOVERY</b>
through 10, inclusive,	)	
	)	
Defendant.	)	

Plaintiff Laney Nelson ("Plaintiff") and Defendant sanofi-aventis U.S. LLC  
 ("Defendant") (collectively the "Parties"), by and through their counsel of record, hereby  
 stipulate and agree as follows:

WHEREAS, on February 11, 2011 Plaintiff filed a Complaint in the Superior Court of  
 California, County of Alameda alleging the following causes of action: (1) sex and age

1 discrimination; (2) harassment (sex and age) and retaliation; (3) failure to prevent discrimination,  
2 harassment and retaliation; and (4) failure to pay compensation due.

3 WHEREAS, on April 20, 2011, Plaintiff dismissed individual defendant Thomas Star  
4 from the Complaint and on May 6, 2011 filed a First Amended Complaint asserting the  
5 following causes of action: (1) sex discrimination; (2) age discrimination; (3) retaliation; (4)  
6 failure to prevent discrimination, harassment, and retaliation; and (5) failure to pay compensation  
7 due.

8 WHEREAS, on June 6, 2011, Defendant removed this action to the Northern District of  
9 California;

10 WHEREAS, Plaintiff's First Amended Complaint contains allegations dating back to  
11 1999 and Defendant contends that many of those allegations are barred by Plaintiff's failure to  
12 exhaust her administrative remedies and the statute of limitations;

13 WHEREAS, the Parties have been engaged in meet and confer efforts to narrow the  
14 allegations at issue and to reach an agreement as to limitations on the scope of electronic  
15 discovery and discovery concerning periods outside of the statute of limitations period; and

16 WHEREAS, Plaintiff has agreed to narrow the scope of her allegations in her complaint  
17 and to narrow the scope of her electronic discovery and discovery as to the allegations that  
18 Defendant contends are time barred (as set forth herein).

19 IT IS HEREBY STIPULATED by the Parties herein, through their counsel of record, as  
20 follows:

21 1. The Parties agree that Plaintiff may file the Second Amended Complaint, attached  
22 hereto as Exhibit A, following the Court's approval of this Stipulation.

23 2. The Parties agree that Defendant will have twenty-five (25) days from the date of  
24 service of Plaintiff's Second Amended Complaint (*i.e.*, 25 days after Plaintiff files her Second  
25 Amended Complaint following the Court's approval of this Stipulation, plus three days for  
26 service via electronic filing) to answer or otherwise respond (*e.g.* by motion) to Plaintiff's  
27 Second Amended Complaint.  
28

1           3.       Plaintiff agrees that her discovery requests relating to alleged adverse actions will  
2 be limited to those actions that took place during the time period of February 25, 2009 to August  
3 2, 2010.

4           4.       By entering into this Stipulation, the Parties do not waive their right to object to  
5 discovery requests (and withhold documents/information) on any other ground, as appropriate,  
6 including, without limitation, privacy, confidentiality, attorney-client privilege, attorney work  
7 product, overbreadth and burden, and reasonable accessibility. Additionally, Defendant  
8 expressly reserves its right to seek cost-shifting with respect to electronic discovery pursuant to  
9 applicable law. Further, this Stipulation should not be construed as (and is not) an admission by  
10 either Party that discovery requests pertaining to information and/or documents not excluded by  
11 this Stipulation are appropriate, relevant and/or admissible.

12           5.       The Parties further agree that if Plaintiff uncovers reliable information of  
13 substantial importance that is excluded from discovery pursuant to this Stipulation, but for which  
14 Plaintiff reasonably believes discovery is necessary for the prosecution of this action, Plaintiff  
15 shall notify the Defendant immediately of the believed need for such additional discovery. The  
16 Parties shall promptly meet and confer as to the requested exception to this Stipulation and  
17 attempt to reach an agreement. If the Parties are unable to reach an agreement as to the  
18 additional discovery, Plaintiff may move to compel disclosure or discovery pursuant to Local  
19 Rule 37-1 and 37-2. By entering into this agreement, Defendant does not waive, and expressly  
20 reserves, its right to oppose any motion to compel brought by Plaintiff pursuant to this  
21 Paragraph. The Parties agree that this Stipulation shall provide Defendant an independent  
22 ground for objecting to a discovery request that does not comport with the Stipulation's terms  
23 and for withholding information and/or documents (pursuant to this Stipulation's terms). As a  
24 result, any motion made by Plaintiff pursuant to this Paragraph must set forth and establish,  
25 based on reliable information, that the additional discovery sought is of substantial importance  
26 and that discovery is necessary for the prosecution of this action (in addition to addressing any  
27 other objections asserted in response to such discovery).

6. This Stipulation should not be construed as (and is not) an admission by Defendant that the allegations in Plaintiff's Second Amended Complaint are true, as Plaintiff's allegations are denied. Further, nothing contained herein is meant to waive any of Defendant's defenses including, without limitation, Defendant's continued contention that the allegations in Plaintiff's complaint (including those in the attached Second Amended Complaint) are barred by Plaintiff's failure to exhaust her administrative remedies and/or the statute of limitations.

DATED: January 24, 2012

SEYFARTH SHAW LLP

By /s/ Kimberly G. Brener  
Francis J. Ortman III  
Kimberly G. Brener  
Attorneys for Defendant  
SANOFI-AVENTIS U. S. LLC

DATED: January 24, 2012

DUCKWORTH PETERS LEBOWITZ  
OLIVIER LLP

By /s/ Noah D. Lebowitz  
Noah D. Lebowitz  
Attorneys for Plaintiff  
LANEY NELSON

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: 1/24/12

  
HON. RICHARD SEEBOR  
United States District Court Judge

**ATTESTATION PURSUANT TO GENERAL ORDER 45**

I, Kimberly Brener, attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: January 24, 2012

By /s/ Kimberly Brener  
Kimberly Brener

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